



Solicitation No. 00-SP-30-0018
REQUEST FOR PROPOSALS

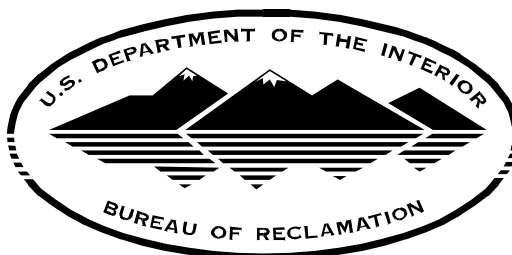
Modifications to 168-Inch and 120-Inch Butterfly Valves

Hoover Dam Boulder Canyon Project Arizona - Nevada

Lower Colorado Regional Office
Boulder City, Nevada

2000

United States Department of the Interior
Bureau of Reclamation



WWW.LC.USBR.GOV/~g3100

MODIFICATIONS TO 168-INCH AND 120-INCH BUTTERFLY VALVES
BOULDER CANYON PROJECT
HOOVER DAM
ARIZONA-NEVADA

FOREWORD

Work to be performed under this solicitation consists of design, supply, and installation of new valve body seat rings for the fifteen (15) 168-inch-diameter and two (2) 120-inch-diameter turbine isolation butterfly valves for the Arizona and Nevada Powerplants at Hoover Dam. The new seat rings shall contain a rubber insert for the seating surface of the valve.

It is strongly recommended that all prospective offerors make a site visit to examine the location of the work. Access to the work site is very limited and conditions at the site will affect the Contractor's operations. Site visits will be limited to the exterior of the penstock, work staging areas, and viewing potential entry points into the penstock.

PROSPECTIVE OFFERORS DESIRING TO VISIT THE SITE OF THE WORK SHOULD COMMUNICATE WITH MR. LARRY HIEB, LOWER COLORADO DAMS FACILITIES OFFICE, HOOVER DAM, TELEPHONE: (702) 293-8825.

For the date and time of offer submission, see "Solicitation, Offer, and Award," Standard Form 1442, immediately following the "Table of Contents."

This acquisition is being procured under Federal Acquisition Regulations Part 15, Contracting by Negotiation. See the provisions in Section L that include General, Technical, and Pricing Proposal Instructions and in Section M for the Evaluation Factors for Award.

For information regarding the Bureau of Reclamation's publication entitled "Reclamation Safety and Health Standards," which is applicable to work under this contract, see the clause at WBR 1452.223-81 Safety and Health.

WBR 1452.222-901 Non-Discrimination Notice to U.S. Department of the Interior Contractors, Subcontractors, and Lessors--Bureau of Reclamation--Lower Colorado Region (Dec 1999)

Based upon law, Executive Order, or internal policy, the Department of the Interior prohibits discrimination in the workplace, including sexual harassment, based on race, color, national origin, sex, religion, disability, age, or sexual orientation. The Department urges its contractors, subcontractors, and lessors to develop and enforce comprehensive anti-discrimination policies for their places of work.

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(This section will be removed from the contract document)

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(This section will be removed from the contract document)

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SECTION A - SOLICITATION, OFFER, AND AWARD (Standard Form 1442)

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE	OF	PAGES
	00-SP-30-0018	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	April 7, 2000	10		132
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.						
4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.		
7. ISSUED BY		CODE	8. IF MAILED BY U.S. POSTAL SERVICE (USPS), ADDRESS OFFER TO			
Bureau of Reclamation Lower Colorado Region P.O. Box 61470 Boulder City NV 89006-1470		LC-3116	Bureau of Reclamation Lower Colorado Region P.O. Box 61470 (Attn: LC-3116) Boulder City NV 89006-1470			
		IF OFFER MAILED BY OTHER THAN USPS, SEE MAILING INSTRUCTIONS IN ITEM 10.				
9. FOR INFORMATION CALL:	A. NAME		B. TELEPHONE NO. (NO COLLECT CALLS)			
	Caryn Rotheim		(702) 293-8588			

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS:

00-SP-30-0018- Modifications to 168-Inch and 120-Inch Butterfly Valves, Lower Colorado Dams Facilities Office, Boulder Canyon Project, Arizona - Nevada

Offers will be received by the Bureau of Reclamation at the Lower Colorado Regional Office, Annex Building, Room AA-104, Nevada Highway & Park Street, Boulder City, Nevada.

Express-mailed offers should be addressed to the Bureau of Reclamation, Lower Colorado Regional Office, Attention: LC-3116, 400 Railroad Avenue, Boulder City, Nevada 89005. Offers mailed via the United States Postal Service should be mailed at least 5 days prior to the date offers are due and addressed as indicated in item 8 above.

Hand-carried offers should be delivered to the Bureau of Reclamation, Lower Colorado Regional Office, Nevada Highway and Park Street, Annex Building, Room AA-104, Boulder City, Nevada.

Estimated Cost Range of this Project: \$1,000,000 to \$5,000,000

11. The Contractor shall begin performance within 15 calendar days and complete it within (See paragraphs C.1.2 and F.1) calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable.

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?

(If "YES," indicate within how many calendar days after award in Item 12B.)

☒ YES ☐ NO

12B. CALENDAR DAYS

15

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and (See paragraph L.7(b)) copies to perform the work required are due at the place specified in Item 8 by 2:00 p.m. May 8, 2000.

If this is a sealed bid solicitation, offers must be publicly opened at that time.

Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☐ is, ☒ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include area code)	
		16. REMITTANCE ADDRESS (Include only if different than Item 14)	
DUNS No.:			
CODE	FACILITY CODE		
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)			
AMOUNTS <	SEE SECTION B, SCHEDULE		

18. The offeror agrees to furnish any required performance and payment bonds.											
19. ACKNOWLEDGEMENT OF AMENDMENTS											
<small>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</small>											

AMENDMENT NO.												
DATE												

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:	
22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM para. G.2(a)	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	
26. ADMINISTERED BY U.S. Department of the Interior Bureau of Reclamation Lower Colorado Regional Office P.O. Box 61470 Boulder City, Nevada 89006-1470		CODE LC-3130	27. PAYMENT WILL BE MADE BY U.S. Department of the Interior Bureau of Reclamation Reclamation Service Center P.O. Box 2705 Denver CO 80235-0045	
			CODE D-7734	

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.		<input checked="" type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31A. NAME OF CONTRACTING OFFICER (Type or print)	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

STANDARD FORM 1442 BACK (REV. 4-85)

PART I - THE SCHEDULE

SECTION B - THE SCHEDULE

B.1 WBR 1452.214-908 The Requirements–Bureau of Reclamation–Lower Colorado Region (Nov 1996)

- (a) The Contractor shall furnish the items identified in this Section, in accordance with the terms, conditions, and specifications contained in the contract.
- (b) Offerors should carefully review the offer submission requirements contained in Section L.
- (c) Offers will be considered for award on the Schedules in Paragraph B.2, but no offer will be considered for award for only a part of the Schedules.
- (d) Offerors shall complete the offer schedules in Section B and furnish any additional information required in Section B, as applicable.

B.2 Schedules

Schedule No. 1 - Designing Valve Body Seat Rings for Use on all 17 Units and Modifying one - 168-inch valve			
ITEM	WORK OR MATERIAL	QUANTITY AND UNIT PRICE	AMOUNT
1	Designing the new valve body seat rings for use on 17 units	for the lump sum of	\$_____
2	Supplying, and installing one new valve body seat ring	for the lump sum of	\$_____
3	Repair and machining the surface of the existing leaf seal	for the lump sum of	\$_____
4	Surface preparation and furnishing and applying protective coating for isolated spot repair	for the lump sum of	\$_____
TOTAL FOR SCHEDULE NO. 1			\$_____

Schedule No. 2 - (Option No. 1) Modifying 4 (four) - 168-inch valves			
ITEM	WORK OR MATERIAL	QUANTITY AND UNIT PRICE	AMOUNT
5	Supplying, and installing the new valve body seat rings	for the lump sum of	\$ _____
6	Repair and machining the surface of the existing leaf seals	for the lump sum of	\$ _____
7	Surface preparation and furnishing and applying protective coating for isolated spot repair	for the lump sum of	\$ _____
TOTAL FOR SCHEDULE NO. 2			\$ _____

Schedule No. 3 - (Option No. 2) Modifying 4 (four) - 168-inch valves			
ITEM	WORK OR MATERIAL	QUANTITY AND UNIT PRICE	AMOUNT
8	Supplying, and installing the new valve body seat rings	for the lump sum of	\$ _____
9	Repair and machining the surface of the existing leaf seals	for the lump sum of	\$ _____
10	Surface preparation and furnishing and applying protective coating for isolated spot repair	for the lump sum of	\$ _____
TOTAL FOR SCHEDULE NO. 3			\$ _____

Schedule No. 4 - (Option No. 3) Modifying 4 (four) - 168-inch valves			
ITEM	WORK OR MATERIAL	QUANTITY AND UNIT PRICE	AMOUNT
11	Supplying, and installing the new valve body seat rings	for the lump sum of	\$ _____
12	Repair and machining the surface of the existing leaf seals	for the lump sum of	\$ _____
13	Surface preparation and furnishing and applying protective coating for isolated spot repair	for the lump sum of	\$ _____
TOTAL FOR SCHEDULE NO. 4			\$ _____

Schedule No. 5 - (Option No. 4) Modifying 2 (two) - 168-inch valves and 2 (two) - 120-inch valves			
ITEM	WORK OR MATERIAL	QUANTITY AND UNIT PRICE	AMOUNT
14	Supplying, and installing the new valve body seat rings	for the lump sum of	\$ _____
15	Repair and machining the surface of the existing leaf seals	for the lump sum of	\$ _____
16	Surface preparation and furnishing and applying protective coating for isolated spot repair	for the lump sum of	\$ _____
TOTAL FOR SCHEDULE NO. 5			\$ _____

TOTAL FOR SCHEDULES NO. 1 THROUGH NO. 5	\$ _____
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SECTION C - SPECIFICATIONS/DRAWINGS

[See file <http://www.lc.usbr.gov/~g3100/0018spec.pdf>]

SECTION D - PACKAGING AND MARKING

THERE ARE NO CLAUSES INCLUDED IN THIS SECTION

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.usbr.gov/aamsden/rar.html>

52.246-12 Inspection of Construction (Aug 1996)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.usbr.gov/aamsden/rar.html>

52.211-13 Time Extensions (Apr 1984)
WBR 1452.219-80 Distribution of Summary Subcontracting Reports--Bureau of Reclamation (Apr 1998)

F.2 52.211-10 Commencement, Prosecution, and Completion of Work (Apr 1984)

The Contractor shall be required to (a) commence work under this contract within 15 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the work for each schedule of Section B in accordance with the following table. The time stated for completion shall include final cleanup of the premises.

Completion Schedule			
Schedule No.	Work	Valve available for the contractor	Required completion date
1	Modifying 1 - 168" valve	October 10, 2000	December 8, 2000
2	Modifying 4 - 168" Valves	October 8, 2001	December 7 , 2001
3	Modifying 4 - 168" Valves	October 8, 2002	December 6, 2002
4	Modifying 4 - 168" Valves	October 8, 2003	December 5, 2003
5	Modifying 2 - 168" Valves and 2 - 120" Valves	October 11, 2004	December 3, 2004

F.3 52.211-12 Liquidated Damages--Construction (Apr 1984)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$435.00 for each day of delay.

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

F.4 WBR 1452.212-903 Performance Period-Base Contract and Options–Bureau of Reclamation–Lower Colorado Region (Nov 1996)

The overall contract performance period of this contract consists of the following time periods:

(a) Performance period for the base contract will be for 365 days from the date of issuance of the Notice to Proceed.

(b) If the First Option is exercised, the performance period for Schedule No. 2 - Option Year One of the contract will begin the day after completion of Schedule No. 1 and will extend one year (365 calendar days).

(c) If the Second Option is exercised, the performance period for Schedule No. 3 - Option Year Two of the contract will begin the day after completion of Schedule No. 2 and will extend one year (365 calendar days).

(d) If the Third Option is exercised, the performance period for Schedule No. 4 - Option Year Three of the contract will begin the day after completion of Schedule No. 3 and will extend one year (365 calendar days).

(e) If the Fourth Option is exercised, the performance period for Schedule No. 5 - Option Year Four of the contract will begin the day after completion of Schedule No. 4 and will extend one year (365 calendar days).

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 WBR 1452.201-80 Authorities and Limitations--Bureau of Reclamation (Jul 1993)

(a) All work shall be performed under the authority exercised by the Contracting Officer who has been appointed in accordance with the requirements of the Department of the Interior Acquisition Regulation (DIAR) 1401.603 (48 CFR 1401.603).

(b) The Contracting Officer may designate other Government employees to act as authorized representatives in administering this contract in accordance with the requirements of DIAR 1401.670 (48 CFR 1401.670). Any designation shall be made to the authorized representative by an appointment memorandum signed by the Contracting Officer which contains the scope and limitations of authority delegated for purposes of administering this contract. A copy of the memorandum, and any revisions to it, shall be provided to the Contractor which shall acknowledge receipt.

(c) The Contractor shall, without unnecessary delay, comply with any written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of their appointment memorandum. Such orders or direction include, but are not limited to, instructions, interpretations, approvals, or rejections associated with work under this contract including requirements for submission of technical data, shop drawings, samples, literature, plans, or other data required to be approved by the Government under this contract.

(d) (1) If the Contractor receives direction for work under this contract (including any written or oral orders it regards as a change order under the Changes clause of this contract) and it considers such direction to have been issued without proper authority (including instances where it believes delegated authority has been exceeded), it shall not proceed with the direction and shall notify the Contracting Officer within five (5) working days of receipt of the direction. On the basis of the most accurate information available to the Contractor, the notice shall state--

(i) The date, nature, and circumstances of the direction received;

(ii) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such direction;

(iii) The identification of any documents and the substance of any oral communication involved in such direction;

(iv) The contract line items or other contract requirements that may be affected by the alleged direction including any suspected delays or disruption of performance; and

(v) Any other information considered pertinent.

(2) Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform under this

paragraph prior to receipt of the Contracting Officer's determination issued under paragraph (e) of this clause.

(e) The Contracting Officer shall promptly, after receipt of any notice made under paragraph (d) of this clause, respond to the notice in writing. The response shall --

(1) Confirm that the direction contained in the Contractor's notice was unauthorized and either authorize it by appropriate contract modification or countermand it;

(2) Deny that the direction contained in the Contractor's notice was outside the scope and limitations of the authority of the authorized representative who gave the direction and direct the Contractor to proceed immediately with the direction received or, when necessary, direct the mode of further performance; or

(3) In the event the information contained in the Contractor's notice is inadequate to make a decision under subparagraphs (e)(1) or (2) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(f) A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

G.2 WBR 1452.232-903 Invoice Submission Requirements--Bureau of Reclamation--Lower Colorado Region (Nov 1996)

(a) The COR has been designated authority to approve invoices for progress payments under the contract. To ensure timely processing of progress payments under the contract, the designated billing office for such payments is: Bureau of Reclamation, Attention: Regional Engineer (LC-6000), P.O. Box 61470, Boulder City NV 89006-1470.

(b) Final payment under the contract will be approved by the Contracting Officer. The final invoice will be approved pursuant to the Prompt Payment clause in the contract after all contract settlement actions are complete. To ensure timely processing, the designated billing office for the final invoice is: Bureau of Reclamation, Attention: Contracting Officer (LC-3130), P.O. Box 61470, Boulder City NV 89006-1470.

G.3 WBR 1452.242-80 Postaward Conference--Bureau of Reclamation (Jul 1993)

(a) Prior to the Contractor starting work, a postaward conference (as described in FAR Subpart 42.5), will be convened by the contracting activity or contract administration office. The Contractor's Project Manager shall attend the conference. If the contract involves subcontractors, a representative of each major subcontractor is also required to attend.

(b) The conference will be held at Hoover Dam, Boulder City, Nevada.

(c) The Contracting Officer and the Contractor will agree to the date and time of the conference after award of the contract. In event of a conflict in schedules, the Contracting Officer shall establish the date for the conference.

(d) The Contractor shall include any associated costs for attendance at the conference in its offer.

G.4 WBR 1452.242-900 Government Administration Personnel--Bureau of Reclamation--Lower Colorado Region (Jul 1998)

The contracting office representative responsible for overall administration of this contract is:

Name and Address:	Kenneth A. Miller, Contracting Officer (LC-3130)		
	Bureau of Reclamation, Lower Colorado Regional Office P.O. Box 61470, Boulder City NV 89006-1470		
Phone No.:	(702) 293-8460	Fax No.:	(702) 293-8499
E-mail:	kmiller@lc.usbr.gov		

G.5 WBR 1452.242-901 Contractor's Administration Personnel--Bureau of Reclamation--Lower Colorado Region (Jul 1998)

The designated contractor official who will be in charge of overall administration of this contract is:

Name:			
Title:			
Address:			
City/State/Zip:			
Telephone No.:	()	FAX No.:	()
E-mail:			

G.6 WBR 1452.242-902 Contractor's Payment Personnel--Bureau of Reclamation--Lower Colorado Region (Nov 1996)

The designated Contractor official who may be contacted for bank account and/or payment information is:

Name:			
Title:			
Address:			
City/State/Zip:			
Telephone No.:	()	FAX No.:	()
E-mail:			

G.7 WBR 1452.243-80 Modification Proposals -- Bureau of Reclamation (Feb 2000) Alternate III (Jul 1998)

(a) In submitting any proposal for a modification under this contract (including any proposal for an equitable adjustment resulting from a change under the Changes clause of this contract), the Contractor shall:

(1) Comply with the contract time limits for submission of a proposal or as specified by the Contracting Officer;

(2) Apply the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract;

(3) Furnish a breakdown of all costs estimated to complete the work required by the modification (i.e., cost of added work, incurred cost of deleted work already performed, estimated cost of deleted work not yet performed, and net cost of the modification) to include all costs associated with materials (identified by item and quantity), equipment (identified by item, quantity and whether contractor-owned or rented), categories of direct labor, bond and insurance premium adjustments, subcontracts, overhead and other indirect costs, profit/fee, and any other pricing information requested by the Contracting Officer, in sufficient detail to permit a detailed analysis of fair and reasonable price and comply with the requirements of the Equipment Ownership and Operating Expense clause of this contract;

(4) Furnish a written justification for any requested time extensions; and

(5) For any pricing adjustment expected to exceed \$500,000 (considering both increases and decreases) --

(i) Submit cost and pricing data using the format specified in Table 15-2 of FAR 15.408 unless the Contracting Officer agrees that an exception applies under the circumstances set forth in FAR 15.403-1;

(ii) Certify in substantially the format prescribed in FAR 15.406-2 that to the best of its knowledge and belief, the data are accurate, complete and current as of the date of agreement on the negotiated price of the modification; and

(iii) Comply with the requirements of either the Subcontractor Cost or Pricing Data clause or the Subcontractor Cost or Pricing Data -- Modifications clause of this contract when the adjustment includes a subcontract modification involving a pricing adjustment expected to exceed \$500,000.

(b) Under the Changes clause of this contract, failure of the Contractor to timely assert its right for an adjustment or to submit a proposal for an adjustment by the date specified in the clause (or another date specified by the Contracting Officer) may result in a unilateral adjustment of the contract by the Contracting Officer pursuant to the Changes clause of this contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 WBR 1452.209-82 Prohibition on Release of Information--Bureau of Reclamation (Jul 1997)

(a) The Contractor shall not disclose information pertaining to the services performed under this contract to anyone other than Government or other personnel authorized by the Contracting Officer. The Contractor agrees that it will protect any information obtained from other companies during the performance of this contract from unauthorized use or disclosure for as long as the information remains proprietary and shall refrain from using such information for any purpose other than that for which it was furnished.

(b) In the event that the Contractor intends to employ individuals other than its own staff or other firms in the performance of the contract, each individual or firm shall be required to furnish the same written certification.

(c) The contractor shall insert, in any subcontract which requires the performance of work similar to that being performed by the Contractor, terms which shall conform substantially to the language of this clause, including this paragraph (c).

H.2 52.211-6 Brand Name or Equal (Aug 1999) (Deviation)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must--

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by--

- (i) Brand name, if any; and
- (ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

(e) The information for an "equal" product required by paragraphs (b) and (c) to be submitted in the bid may be furnished after contract award for the products listed in the table below:

NO. 1	BRAND NAME SPECIFIED	Mfr: Wasser High-Tech Coatings Make/Model/Catalog #: MC-Tar coating system Paragraph: C.7.2. Coating Tabulations and Categories
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H.3 WBR 1452.223-81 Safety and Health--Bureau of Reclamation (Jul 1998) Alternate I (Jul 1998)

(a) The Contractor shall not require any laborer or mechanic employed in the performance of this contract (including subcontracts) to work under conditions which are unsanitary, hazardous, or dangerous to the employee's health or safety.

(b) In addition to the requirements of the Accident Prevention clause of this contract, the Contractor shall comply with the Bureau of Reclamation "Reclamation Safety and Health Standards" (RSHS) manual.

(c) (1) The safety and health standards as referenced in subparagraph (b)(2) of the Accident Prevention clause may be obtained from any regional or area office of the Occupational Safety and Health Administration, U.S. Department of Labor.

(2) The Contractor may order the RSHS manual as referenced in subparagraph (b) above from: The Government Printing Office, Superintendent of Documents, North Capitol and H St. N.W., MS-SSMC - Room 566, Washington, D.C. 20401 (Stock item GPO-024-003-00178-3). The Contractor may also download the electronic version of the RSHS manual at no charge from the Lower Colorado Region's web site at: <http://www.lc.usbr.gov/~g3100/rshts.pdf>.

(d) The Contractor shall submit a written proposed safety program in the form and time intervals prescribed in section 2 of the RSHS manual and amendments or revisions thereto in effect on the date of the solicitation.

(e) In addition to any other provisions in the contract, the Contractor shall comply with all safety and material data submittal requirements contained in the RSHS manual and revisions thereto.

(f) The Contractor shall maintain an accurate record of, and shall report to the Contracting Officer (or authorized representative) in the manner prescribed by the Contracting Officer, all cases of death, occupational diseases, or traumatic injury to employees or the public involved, and property damage in excess of \$2,500 occurring during performance of work under this contract.

(g) The rights and remedies of the Government provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

(h) In the event there is a conflict between the requirements contained in any of the safety documents referenced herein, the more stringent requirements shall prevail.

H.4 WBR 1452.223-900 Safety Data Submittal Requirements--Bureau of Reclamation--
Lower Colorado Region (Nov 1996)

(a) Within 20 calendar days from the date it receives notice of award, the Contractor shall submit the following safety data to the Contracting Officer:

(1) The Contractor's current overall Experience Modification Rate (EMR) for Workers' Compensation Insurance applicable to the type of work to be performed under the contract (e.g., tunneling, concrete dams, canals) and to the State in which the work is to be performed. In any instance where the State establishes mandatory Workers' Compensation Insurance rates that are applicable to work to be performed under the contract within that State, those rates shall be submitted in lieu of the Contractor's current overall EMR;

(2) A copy of each Log and Summary of Occupational Injuries and Illnesses (Department of Labor Form OSHA-200), or its equivalent, completed by the Contractor during the 3 calendar years immediately preceding the calendar year in which it receives notice of award; and

(3) The Contractor's death and lost workday severity incidence rate for each of the 3 calendar years immediately preceding the calendar year in which it receives notice of award.

(b) The Contractor shall report any change in its overall EMR for Workers' Compensation Insurance (or to the mandatory State Workers' Compensation Insurance rates, where applicable) to the Contracting Officer within 15 calendar days from the date it receives notice of such change from its insurance carrier or the State Workers' Compensation Fund.

(c) The Contractor shall complete a Department of Labor Form OSHA-200, or its equivalent, for the calendar year in which it receives notice of award and each calendar year thereafter, and submit it to the Contracting Officer by February 15 of the following calendar year.

(d) The Contractor shall calculate its death and lost workday severity incidence rate for the calendar year in which it receives notice of award and each calendar year thereafter, and submit it to the Contracting Officer by February 15 of the following calendar year.

H.5 WBR 1452.236-904 Availability and Use of Utility Services--Bureau of Reclamation--
Lower Colorado Region (Nov 1996)

In accordance with FAR 52.236-14, Availability and Use of Utility Services, incorporated by reference in Section I, the following utility services will be made available under the contract:

1. Electric power (see paragraph C.3.6. of the specifications); and
2. Water (see paragraph C.3.7. of the specifications).

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically via the Internet at this address: <http://www.arnet.gov/far>.

52.202-1	Definitions (Oct 1995) Alternate I (Apr 1984)
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (Apr 1984)
52.203-7	Anti-Kickback Procedures (Jul 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 1997)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (Jun 1996)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jul 1995)
52.215-2	Audit and Records--Negotiation (Jun 1999)
52.215-8	Order of Precedence-Uniform Contract Format (Oct 1997)
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) Alternate IV (Oct 1997)
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)
52.219-8	Utilization of Small Business Concerns (Oct 1999)
52.219-9	Small Business Subcontracting Plan (Oct 1999)
52.219-16	Liquidated Damages--Subcontracting Plan (Jan 1999)
52.222-3	Convict Labor (Aug 1996)
52.222-4	Contract Work Hours and Safety Standards Act--Overtime Compensation (Jul 1995)
52.222-6	Davis-Bacon Act (Feb 1995)
52.222-7	Withholding of Funds (Feb 1988)
52.222-8	Payrolls and Basic Records (Feb 1988)
52.222-9	Apprentices and Trainees (Feb 1988)
52.222-10	Compliance with Copeland Act Requirements (Feb 1988)
52.222-11	Subcontracts (Labor Standards) (Feb 1988)
52.222-12	Contract Termination-Debarment (Feb 1988)
52.222-13	Compliance with Davis-Bacon and Related Act Regulations (Feb 1988)
52.222-14	Disputes Concerning Labor Standards (Feb 1988)

52.222-15	Certification of Eligibility (Feb 1988)
52.222-21	Prohibition of Segregated Facilities (Feb 1999)
52.222-26	Equal Opportunity (Feb 1999)
52.222-27	Affirmative Action Compliance Requirements for Construction (Feb 1999)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998) Alternate I (Apr 1984)
52.222-36	Affirmative Action for Workers with Disabilities (Jun 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Jan 1999)
52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997) Alternate I (Jul 1995)
52.223-5	Pollution Prevention and Right-to-Know Information (Apr 1998)
52.223-6	Drug-Free Workplace (Jan 1997)
52.223-14	Toxic Chemical Release Reporting (Oct 1996)
52.225-13	Restrictions on Certain Foreign Purchases (Feb 2000)
52.227-1	Authorization and Consent (Jul 1995)
52.227-4	Patent Indemnity--Construction Contracts (Apr 1984)
52.228-1	Bid Guarantee (Sep 1996)
52.228-2	Additional Bond Security (Oct 1997)
52.228-5	Insurance--Work on a Government Installation (Jan 1997)
52.228-11	Pledges of Assets (Feb 1992)
52.228-12	Prospective Subcontractor Requests for Bonds (Oct 1995)
52.228-14	Irrevocable Letter of Credit (Dec 1999)
52.228-15	Performance and Payment Bonds--Construction (Sep 1996)
52.229-3	Federal, State, and Local Taxes (Jan 1991)
52.229-5	Taxes--contracts Performed in U.S. Possessions or Puerto Rico (Apr 1984)
52.232-5	Payments under Fixed-Price Construction Contracts (May 1997)
52.232-17	Interest (June 1996)
52.232-23	Assignment of Claims (Jan 1986)
52.232-27	Prompt Payment for Construction Contracts (Jun 1997)
52.233-1	Disputes (Dec 1998) Alternate I (Dec 1991)
52.233-3	Protest After Award (Aug 1996)
52.236-2	Differing Site Conditions (Apr 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (Apr 1984)
52.236-5	Material and Workmanship (Apr 1984)
52.236-6	Superintendence by the Contractor (Apr 1984)
52.236-7	Permits and Responsibilities (Nov 1991)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984)
52.236-10	Operations and Storage Areas (Apr 1984)
52.236-11	Use and Possession Prior to Completion (Apr 1984)
52.236-12	Cleaning Up (Apr 1984)
52.236-13	Accident Prevention (Nov 1991)

52.236-14	Availability and Use of Utility Services (Apr 1984)
52.236-17	Layout of Work (Apr 1984)
52.236-21	Specifications and Drawings for Construction (Feb 1997) Alternate II (Apr 1984)
52.236-26	Preconstruction Conference (Feb 1995)
52.242-13	Bankruptcy (Jul 1995)
52.242-14	Suspension of Work (Apr 1984)
52.243-4	Changes (Aug 1987)
52.244-2	Subcontracts (Aug 1998)
52.246-12	Inspection of Construction (Aug 1996)
52.246-21	Warranty of Construction (Mar 1994)
52.248-3	Value Engineering--Construction (Feb 2000)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (Sep 1996) Alternate I (Sep 1996)
52.249-10	Default (Fixed-Price Construction) (Apr 1984)
52.253-1	Computer Generated Forms (Jan 1991)

I.2 1452.203-70 Restriction on Endorsements--Department of the Interior (Jul 1996)

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

I.3 1452.204-70 Release of Claims--Department of the Interior (Jul 1996)

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

I.4 WBR 1452.214-910 Order of Precedence - Drawings--Bureau of Reclamation--Lower Colorado Region (Nov 1996)

(a) For the purposes of Order of Precedence, any drawings included with this solicitation shall be considered to supplement the specifications regardless of where they may appear. Any inconsistency between the drawings and the specifications shall be resolved by giving precedence to the specifications.

(b) Anything shown on the drawings and not mentioned in the specifications or called for in the specifications and not shown on the drawings, shall be furnished the same as if it were called for or shown in both.

I.5 52.217-9 Option to Extend The Term of The Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 calendar days prior to expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

I.6 WBR 1452.223-82 Protecting Federal Employees and the Public from Exposure to Tobacco Smoke in the Federal Workplace--Bureau of Reclamation (Oct 1998)

(a) In performing work under this contract, the contractor shall comply with the requirements of Executive Order 13058, dated August 9, 1997, which prohibits the smoking of tobacco products in all interior space owned, rented, or leased by the executive branch of the Federal Government, and in any outdoor areas under executive branch control in front of air intake ducts.

(b) This restriction does not apply in designated smoking areas that are enclosed and exhausted directly to the outside and away from air intake ducts, and are maintained under negative pressure (with respect to surrounding spaces) sufficient to contain tobacco smoke within the designated area.

(c) Smoking may also be restricted at doorways and in courtyards under executive branch control in order to protect workers and visitors from environmental tobacco smoke.

I.7 52.225-9 Buy American Act--Balance of Payments Program--Construction Materials (Feb 2000)

(a) Definitions. As used in this clause--

"Component" means any article, material, or supply incorporated directly into construction materials.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to

the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

“Domestic construction material” means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

“Foreign construction material” means a construction material other than a domestic construction material.

“United States” means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: see paragraph I.7, clause 1452.225-70, Use of Foreign Construction Materials.

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act

is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program.

(1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and

could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison				
Construction material description		Unit of measure	Quantity	Price (dollars)*
Item 1	Foreign construction material			
	Domestic construction material			
Item 2	Foreign construction material			
	Domestic construction material			
* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).				

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

I.8 1452.225-70 Use of Foreign Construction Materials--Department of the Interior (Jul 1996)

(a) The Government has determined that the Buy American Act is not applicable to the following construction materials because they are not mined, produced, or manufactured in the U.S. in sufficient quantities of a satisfactory quality:

Acetylene, black

Agar, bulk

Anise

Antimony, as metal or oxide

Asbestos, amosite, chrysotile, and crocidolite

Bananas

Bauxite

Beef, corned, canned

Beef extract

Bephenium hydroxynapthoate

Bismuth

Books, trade, text, technical, or scientific; newspapers; pamphlets; magazines; periodicals; printed briefs and films; not printed in the United States and for which domestic editions are not available

Brazil nuts, unroasted

Cadmium, ores and flue dust

Calcium cyanamide

Capers
 Cashew nuts
 Castor beans and castor oil
 Chalk, English
 Chestnuts
 Chicle
 Chrome ore or chromite
 Cinchona bark
 Cobalt, in cathodes, rondelles, or other primary ore and metal forms
 Cocoa beans
 Coconut and coconut meat, unsweetened, in shredded, desiccated, or similarly prepared form
 Coffee, raw or green bean
 Colchicine alkaloid, raw
 Copra
 Cork, wood or bark and waste
 Cover glass, microscope slide
 Crane rail (85-pound per foot)
 Cryolite, natural
 Dammar gum
 Diamonds, industrial, stones and abrasives
 Emetine, bulk
 Ergot, crude
 Erythrityl tetranitrate
 Fair linen, altar
 Fibers of the following types: abaca, abace, agave, coir, flax, jute, jute burlaps, palmyra, and sisal
 Goat and kidskins
 Graphite, natural, crystalline, crucible grade
 Hand file sets (Swiss pattern)
 Handsewing needles
 Hemp yarn
 Hog bristles for brushes
 Hyoscine, bulk
 Ipecac, root
 Iodine, crude
 Kaurigum
 Lac
 Leather, sheepskin, hair type
 Lavender oil
 Manganese
 Menthol, natural bulk
 Mica
 Microprocessor chips (brought onto a Government construction site as separate units for incorporation into building systems during construction or repair and alteration of real property)
 Nickel, primary, in ingots, pigs, shots, cathodes, or similar

forms; nickel oxide and nickel salts
 Nitroguanidine (also known as picrite)
 Nux vomica, crude
 Oiticica oil
 Olive oil
 Olives (green), pitted or unpitted, or stuffed, in bulk
 Opium, crude
 Oranges, mandarin, canned
 Petroleum, crude oil, unfinished oils, and finished products
 Pine needle oil
 Platinum and related group metals, refined, as sponge, powder, ingots, or cast bars
 Pyrethrum flowers
 Quartz crystals
 Quebracho
 Quinidine
 Quinine
 Rabbit fur felt
 Radium salts, source and special nuclear materials
 Rosettes
 Rubber, crude and latex
 Rutile
 Santonin, crude
 Secretin
 Shellac
 Silk, raw and unmanufactured
 Spare and replacement parts for equipment of foreign manufacture, and for which domestic parts are not available
 Spices and herbs, in bulk
 Sugars, raw
 Swords and scabbards
 Talc, block, steatite
 Tantalum
 Tapioca flour and cassava
 Tartar, crude; tartaric acid and cream of tartar in bulk
 Tea in bulk
 Thread, metallic (gold)
 Thyme oil
 Tin in bars, blocks, and pigs
 Triprolidine hydrochloride
 Tungsten
 Vanilla beans
 Venom, cobra
 Wax, carnauba
 Wire glass
 Woods; logs, veneer, and lumber of the following species: Alaskan yellow cedar, angelique, balsa, ekki, greenheart, lignum vitae, mahogany, and teak
 Yarn, 50 Denier rayon

(b) Offers based on the use of foreign construction materials other than those listed in (a) above may be acceptable if the Government determines that U.S. construction material is not available, would be impracticable or constitute an unreasonable price. Please contact the Contracting Officer with questions or comments concerning non-availability or impracticability of U.S. material.

(c) (1) Offers based upon use of foreign construction material for cost savings will be considered reasonable if the cost of each foreign construction material, plus 6 percent, is less

than the cost of comparable U.S. construction material. The Contracting Officer shall compute the cost of each foreign construction material to include all delivery costs to the construction site, and any applicable duty (whether or not a duty-free entry certificate is issued). This evaluation shall be made for each foreign construction material included in the offer but not listed in subparagraph (a) above in this clause.

(2) Any contractor cost savings from post award approval to substitute foreign construction material for U.S. construction material shall be passed on to the Government.

(d) (1) This offer is based on the use of foreign construction material not listed in (a) above. For each foreign item proposed the offeror shall furnish the following information for the foreign material offered: item description, supplier, unit of measure, quantity, unit price, duty (even if a duty free certificate is issued), delivery costs, and total price and shall also identify information on a U.S. item comparable to the foreign item including: supplier, unit of measure, quantity, unit price, delivery costs and total price.

(2) If the Government rejects the use of foreign construction material listed under paragraph (d)(1) above, the Government will evaluate the Contractor's offer using the offeror's stated price for the comparable U.S. construction material, and the offeror shall be required to furnish such domestic construction material at the Contractor's originally offered price. In preaward situations, an offer which does not state a price for a comparable U.S. construction material will be rejected by the Government. In postaward situations an offer proposing foreign material which does not state the price for the comparable U.S. construction material will be rejected by the Government. The Contractor shall use comparable U.S. material for the project and any additional cost for the use of this U.S. material shall be absorbed by the Contractor.

I.9 1452.228-70 Liability Insurance--Department of the Interior (Jul 1996)

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

\$100,000

GENERAL LIABILITY

\$500,000 per occurrence

AUTOMOBILE LIABILITY

\$200,000 each person

\$500,000 each occurrence
\$ 20,000 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The Contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

I.10 WBR 1452.228-84 Certification of Representatives for Corporate Sureties--Bureau of Reclamation (Sep 1996)

(a) Each surety company bond, that purports to have been executed by an agent or attorney-in-fact for the corporate surety, shall --

(1) be accompanied by a power of attorney to the signatory agent or attorney-in-fact; and

(2) the power of attorney or attorney-in-fact shall have been executed by the corporate surety upon a date prior to the date of the execution of the bond; or

(3) be accompanied by a certification of the sureties to the effect that the power of attorney was in full force and effect upon the date of the bond.

I.11 WBR 1452.231-81 Equipment Ownership and Operating Expense--Bureau of Reclamation (Jul 1998)

(a) Definitions. "Acquisition cost," as used in this clause means, the Contractor's original purchase price (including sales tax less salvage value) of an item of equipment including any and all accessories and expendable components required for utilization the item of equipment. For used equipment which is reconditioned and recapitalized, "acquisition cost" shall mean the adjusted amount resulting from the recapitalized value of the equipment as determined from the Contractor's accounting records.

"Equipment," as used in this clause, means equipment in sound workable condition at the construction work site, either owned or controlled by the Contractor or its subcontractors at any tier, or obtained from a commercial rental source, and furnished for use under this contract.

"Ownership cost," as used in this clause, means allowances for construction equipment depreciation and cost of facilities capital.

"Operating cost," as used in this clause, means the cost of operating equipment such as operating crew labor, servicing labor and equipment, labor and parts for all repairs and maintenance, fuel, oil, grease, supplies, tire wear and repair.

(b) Policy. (1) Equitable adjustments made in the price of this contract pursuant to the Changes, Differing Site Condition, Suspension of Work, or other clause of the contract, may include allowable ownership and operating costs for equipment. In accordance with FAR 31.105(d), allowable ownership and operating costs for each piece of equipment, or groups of similar serial or series equipment, shall be determined using actual cost data when such data are available from the Contractor's accounting records. When actual costs cannot be so determined or when actual cost data for a specific element of operating cost do not contain costs for individual pieces or types of equipment, the procedures in paragraph (d) of this clause shall be used to determine allowable costs (provided, in the case of operating costs, that the costs are reconciled to the Contractor's total cost for that operating element). For fully depreciated equipment, the procedures in paragraph (e) of this clause shall be used to determine allowable costs.

(c) Required data. In any request made for an equitable adjustment, the Contractor shall furnish to the Contracting Officer --

(1) A complete description of each item of equipment (including all accessory equipment attached thereto) to be used in connection with the work to be performed listing the date of manufacture, date of acquisition, make, model, size, capacity, mounting, and type of power;

(2) Evidence of the acquisition cost of new or used equipment to be used including all available current and historical supporting cost data. If evidence of acquisition cost is not provided by the Contractor or if the data provided are unacceptable to the Contracting Officer, the Contracting Officer may determine the acquisition cost by other appropriate means.

(d) Use of the predetermined rate schedule.

(1) When the Contracting Officer determines that allowable ownership and operating costs cannot be determined from the Contractor's accounting records, the U.S. Army Corps of Engineers pamphlet entitled "Construction Equipment Ownership and Operating Expense Schedule" (Schedule) for the State in which the construction site is located shall be used to calculate ownership and operating rates. Copies of the Schedules can be obtained, free of charge, from the U.S. Army Corps of Engineers, Publications Depot, 2803 52nd Avenue, Hyattsville, MD 20781-1102.

(2) For the purpose of determination of the hourly rates to be applied under this contract, working conditions shall be considered average, unless otherwise determined by the Contracting Officer.

(3) Rates for equipment not listed in the Schedule shall be calculated using the formulas in the Schedule. Alternatively, the Contracting Officer may determine to use rates in the

Schedule for equipment comparable to the unlisted equipment, including horsepower and auxiliary features.

(e) Fully depreciated equipment. No depreciation or rental cost shall be allowed on equipment fully depreciated by the Contractor or by any division, subsidiary, parent company, or affiliate under common control. However, a reasonable rate for using fully depreciated equipment may be allowed by the Contracting Officer. Unless otherwise determined by the Contracting Officer, such hourly rate shall not exceed a value computed by multiplying the depreciation rate for the equipment (as shown in the Schedule table entitled "Construction Equipment Ownership and Operating Expense") by the economic index for the year of equipment manufacture (as shown in the Schedule table entitled "Economic Indexes for Construction Equipment"), divided by the economic index correspondingly with the year the Schedule is published. The year used for the basis of the rates in the Schedule is indicated in the table entitled "Equipment Age Adjustment Factors for Ownership Costs." Idle or standby time will not be paid for fully depreciated equipment.

(f) Idle or standby time. Equipment ownership costs for idle or standby time of equipment not fully depreciated shall be determined as follows:

(1) The allowable rate shall be made at 50 percent of the hourly rate for ownership costs if actual cost data are used. The maximum hours per week allowed shall not exceed 40 hours or the amount of hours regularly worked by the Contractor, whichever is less. No allowance shall be made for Saturdays, Sundays, or holidays, when work is not actually performed.

(2) If actual cost data cannot be determined, the rate shall be computed in accordance with the Schedule.

(3) No costs shall be allowed for time when the equipment would have been otherwise idle or was not in good operating condition.

(4) Periods of time less than 2 hours on which equipment is down for normal and regular ser-vicing and for minor field repair or field maintenance shall be considered by the Contractor to be operating time rather than idle or standby time and such periods shall not be deducted from use or operating time.

(5) No costs are allowable for fully depreciated equipment.

(g) Rental. Allowable costs for renting or leasing of equipment shall be determined in accordance with FAR 31.105(d)(2)(ii) and 31.205-36.

I.12 52.232-34 Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)

(a) *Method of payment.* (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As

used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) *Mandatory submission of Contractor's EFT information.* (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: “designated office”) prior to submitting the first payment invoice. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is

implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to

designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) *EFT information.* The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

I.13 52.236-1 Performance of Work by the Contractor (Apr 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 30 (thirty) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

I.14 52.236-8 Other Contracts (Apr 1984) (Deviation)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees. The following additional contract work is anticipated to be performed at or near the site of this contract: Painting the Arizona Penstock at Hoover Dam (this is the tentative title for a currently unnumbered solicitation that we intend to issue and award before the outage scheduled to begin in October 2000).

I.15 52.244-6 Subcontracts for Commercial Items and Commercial Components (Oct 1998)

(a) Definition.

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.16 52.252-6 Authorized Deviations in Clauses (Apr 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation of any Department of Interior Acquisition Regulation (48 CFR Chapter 14) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 WBR 1452.215-904 Applicability of Documents--Bureau of Reclamation--Lower Colorado Region (Nov 1996)

The documents, exhibits, and other attachments which are identified in this Section J, apply to and are a part of this contract. In the event that any document is missing in whole or in part from this document when received, the Contracting Officer shall be notified immediately.

J.2 WBR 1452.215-905 List of Contract Documents--Bureau of Reclamation--Lower Colorado Region (Nov 1996)

Attachment No.	Title	No. of Pages
1.	Drawings	17
2.	Department of Labor Wage Rate	7
3.	Release of Claims form (DI-137)	1

Attachment 1

Drawings

**[Not available online -
Contact issuing office at
(702) 293-8588 for copies]**

Attachment 2

*U.S. Department of Labor
Wage Rate Determination:*

<Mohave County, Arizona>

[see file:

<http://www.lc.usbr.gov/~g3100/wages/az000016.txt>]

Attachment 3

*Release of Claims form
(DI-137)*

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
(Bureau or Office)

Contract Number

Date

RELEASE OF CLAIMS

WHEREAS, by the terms of the above-identified contract for

entered into by the United States of America, hereinafter also referred to as the United States, and the contractor

it is provided that after completion of all work, and prior to final payment, the contractor will furnish the United States with a release of all claims;

NOW, THEREFORE, in consideration of the above premises and the payment by the United States to the contractor of the amount now due under the contract, to wit, the sum of

dollars

(\$), the contractor hereby remises, releases, and forever discharges the United States, its officers, agents, and employees, of and from all manner of debts, dues, liabilities, obligations, accounts, claims, and demands whatsoever, in law and equity, under or by virtue of the said contract except:

IN WITNESS WHEREOF, the contractor has executed this release this day of , 20

(Contractor)

(Street Number of R.F.D.)

(City)

(State)

(Zip Code)

By

(Signature)

(Name -- Type or Print)

(Title)

COMPLETE ONLY IF CONTRACTOR IS A CORPORATION

I, CERTIFY That I am the , who
of the corporation named as contractor herein; that
signed this release on behalf of the corporation, was then of said corporation; and
that said release was duly signed for and on behalf of said corporation by authority of its governing body.

[Seal]

(Signature)

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENT OF OFFERORS

(This section will be removed from the contract document)

K.1 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically via the Internet at this address:
<http://www.arnet.gov/far>.

52.203-11 Certification and Disclosure Regarding Payments to Influence
Certain Federal Transactions (Apr 1991)

K.2 52.203-2 Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the method of factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.3 52.204-3 Taxpayer Identification (Oct 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- " TIN: _____
- " TIN has been applied for.
- " TIN is not required because:
- " Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- " Offeror is an agency or instrumentality of a foreign government;
- " Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- " Sole proprietorship;
- " Partnership;
- " Corporate entity (not tax-exempt);
- " Corporate entity (tax-exempt);
- " Government entity (Federal, State, or local);
- " Foreign government;
- " International organization per 26 CFR 1.6049-4;
- " Other _____

(f) Common parent.

- " Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- " Name and TIN of common parent:
- Name _____
- TIN _____

K.4 52.204-5 Women-owned Business (Other than Small Business) (May 1999)

(a) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. *[Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.]* The offeror represents that it () is a women-owned business concern.

K.5 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Mar 1996)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the

Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 WBR 1452.209-900 Bidder Responsibility Data--Bureau of Reclamation--Lower Colorado Region (Nov 1996)

(a) To assist the Contracting Officer in making an affirmative determination of responsibility pursuant to Federal Acquisition Regulation, Part 9, each bidder shall provide a list of all Government and commercial contracts performed during the past year. If additional space is required, the list may be continued on a plain piece of paper which shall be properly identified and attached to the bid submittal documents.

CUSTOMER	CONTACT POINT & PHONE NUMBER	CONTRACT NUMBER	CONTRACT AMOUNT	EST/ACTUAL COMPLETION DATE

K.7 52.219-1 Small Business Program Representations (May 1999)

(a) (1) The standard industrial classification (SIC) code for this acquisition is 3491.

(2) The small business size standard is 500 average employees employed by an offeror in the preceding 12 months.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) *(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)* The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)* The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(c) Definitions.

“Small business concern,” as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Women-owned small business concern,” as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or woman-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment;
and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.8 52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that--

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.9 52.223-13 Certification of Toxic Chemical Release Reporting (Oct 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate

thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulation; or

[] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.10 WBR 1452.225-903 Offers Based on Foreign Construction Materials--Bureau of Reclamation--Lower Colorado Region (Nov 1996)

(a) Any offer based on the use of one or more foreign construction materials shall include data, in the format listed in paragraph (b) below, clearly demonstrating that the cost of each foreign construction material, plus 6 percent, is less than the cost of each comparable domestic construction material. The cost of construction material shall be computed by including all delivery costs of the construction material, and any applicable duty whether or not a duty-free entry certificate may be issued.

(b) For evaluation purposes under paragraph (a) above, the following information shall be included in the offer for the use of one or more foreign construction materials:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS COST COMPARISON

Construction Material Description	Unit	Quantity	Cost including all delivery costs to construction site ¹ (dollars)
Item 1. (a) Foreign Construction Material:			\$ _____
(b) Comparable domestic construction material:			\$ _____
Item 2. (a) Foreign construction material:			\$ _____
(b) Comparable domestic construction material: ²			\$ _____

¹ Include applicable duty for foreign material.

² If additional materials are offered, continue on a separate page containing the same format.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS
(This section will be removed from the contract document)

L.1 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically via the Internet at this address:
<http://www.arnet.gov/far>.

52.204-6	Data Universal Numbering System (DUNS) Number (Jun 1999)
WBR 1452.211-80	Notice of Intent to Acquire Metric Products and Services--Bureau of Reclamation (Mar 1993)
52.214-34	Submission of Offers in the English Language (Apr 1991)
52.214-35	Submission of Offers in U.S. Currency (Apr 1991)
52.215-1	Instructions to Offerors--Competitive Acquisition (Feb 2000)
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)
52.236-28	Preparation of Proposals-Construction (Oct 1997)

L.2 52.211-1 Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29 (Aug 1998)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407
Tel. 202-619-8925
Facsimile 202-619-8978
Internet: <http://pub.fss.gsa.gov/pub/fed-specs.html>

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

L.3 52.211-3 Availability of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions (Jun 1988)

(a) Information on standards which are identified in the specifications by dual acronyms, for example, ANSI/ASTM, indicating the American National Standards Institute and sponsorship by the American Society for Testing Materials or other sponsoring organization, may be obtained from the appropriate sponsoring organization.

(b) For various manuals and standard specifications printed, reprinted, or published while the Bureau of Reclamation was officially named Water and Power Resources Service. All references to Water and Power Resources Service or any form derivative thereof herein shall be considered synonymous with the Bureau of Reclamation. The address in (c) below may also be used to order the various manuals and standard specifications printed, reprinted, or published while the Bureau of Reclamation was officially named the Water and Power Resources Service.

(c) The specifications cited in this solicitation may be obtained from one or more of the addresses listed below.

ACRONYM	TITLE	ADDRESS	PHONE NOS.
ANSI	American National Standards Institute	11 West 42nd Street New York NY 10036 www.ansi.org	(212) 642-4900 Fax: (212) 398-0023
ASTM	American Society for Testing and Materials	100 Barr Harbor Drive West Conshohocken PA 19428-2959 www.astm.org	(610) 832-9585 Fax: (610) 832-9555
NACE	National Association of Corrosion Engineers	1440 South Creek Drive Houston TX 77084	(281) 228-6200 Fax: (281) 228-6329
SSPC	The Society for Protective Coatings	40 24th Street, 6th Floor Pittsburgh PA 15222-4656 www.sspc.org	(412) 281-2331 Fax: (412) 281-9992
	Bureau of Reclamation ¹	P.O. Box 25007, Attn: D-8170 Denver CO 80225	303-445-3082

¹ Reclamation Standard Specifications

(d) Copies of many of the Federal Specifications and Standards may be examined at the office of the Bureau of Reclamation, Denver Office, Building 67, Denver Federal Center, West 6th Avenue and Kipling Street, Denver, Colorado.

OTHER RECLAMATION PUBLICATIONS - Reclamation manuals and significant scientific, technical, and engineering works are available from the National Technical Information Service (NTIS). United States Department of Commerce, National Technical Information Service 5285 Port Royal Road, Springfield VA 22161. Telephone: (703) 487-4650 or 1-800-553-6847

Department of the Army, U.S. Army Corps of Engineers Publications Depot, 2803 52nd Avenue, Hyattsville MD 20781-1102. Tel: 301/436-2063

Department of Commerce, Standards Management Program, Office of Standards Services, National Institute for Standards and Technology, Gaithersburg MD 20899. Tel: 301/975-4025

Defense Printing Service Detachment Office, Building 4, Section D, 700 Robins Avenue, Philadelphia PA 19111-5094. Tel: 215/697-2179

Department of Transportation, Superintendent of Documents, U.S. Government Printing Office, Washington D.C. 20402-9371. Tel: 202/783-3238

NBS - National Bureau of Standards, National Technical Information Service, 5285 Port Royal Road, Springfield VA 22161. Tel: 703/487-4650

L.4 1452.215-71 Use And Disclosure of Proposal Information--Department of the Interior (Apr 1984)

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:

"The information specifically identified on pages _____ of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the Government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result

of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract."

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:

"This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal."

(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

L.5 WBR 1452.215-80 Source Evaluation and Selection Procedures--Bureau of Reclamation (Jan 1998)

The Government will evaluate proposals submitted under this solicitation, conduct negotiations (unless award is made without discussions on the basis of initial proposals in accordance with

the Instructions to Offerors—Competitive Acquisition provision of this solicitation), and select a source for contract award in accordance with procedures contained in FAR Part 15, Department of the Interior Acquisition Regulation (DIAR) Part 1415 (48 CFR 1415) and Bureau of Reclamation Acquisition Regulation WBR Part 1415. These procedures are summarized as follows:

(a) Technical evaluation. A Technical Proposal Evaluation Committee has been established to objectively evaluate technical proposals in accordance with the Evaluation Factors for Award--Bureau of Reclamation provision in Part IV, Section M of this solicitation. Technical proposals shall be submitted in accordance with the Technical Proposal Instructions -- Bureau of Reclamation provision in Part IV, Section L of this solicitation.

(b) Cost or price evaluation. An objective cost or price evaluation of contract pricing proposals will be made in accordance with the Evaluation Factors for Award provision in Part IV, Section M of this solicitation. Pricing proposals shall be submitted in accordance with the Pricing Proposal Instructions--Bureau of Reclamation provision in Part IV, Section L of this solicitation. Pursuant to FAR 15.404-1, cost or price evaluation will be used to determine cost/price reasonableness and the offeror's understanding of, and ability to perform, the prospective contract.

(c) Clarifications. Clarifications are limited exchanges, between the Government and offerors, that may occur when award without discussions is contemplated. If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of proposals (e.g., the relevance of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors.

(d) Communications. Communications are exchanges, between the Government and offerors, after receipt of proposals, leading to establishment of the competitive range. Communications may be conducted to enhance Government understanding of proposals, allow reasonable interpretation of the proposal, or facilitate the Government's evaluation process. Such communications may not be used to cure proposal deficiencies or material omissions, materially alter the technical or cost elements of the proposal, and/or otherwise revise the proposal. Communications are for the purpose of addressing issues that must be explored to determine whether a proposal should be placed in the competitive range. They shall not provide an opportunity for the offeror to revise its proposal, but may address ambiguities in the proposal or other concerns and information relating to past performance.

(e) Competitive range. If discussions are to be conducted, the contracting officer shall establish the competitive range based on the ratings of each proposal against all evaluation criteria. The competitive range shall comprise all the most highly rated proposals, unless the range is further reduced for purposes of efficiency. The contracting officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. The contracting officer may then limit the number of proposals in the range to the greatest number that will

permit an efficient competition among the most highly rated proposals. If, after discussions have begun (see paragraph (g) below), an offeror originally in the competitive range is no longer considered to be among the most highly rated offerors being considered for award, that offeror may be eliminated from the range whether or not all material aspects of the proposal have been discussed, or whether or not the offeror has been afforded an opportunity to submit a proposal revision.

(f) Preaward debriefing of offerors. Offerors excluded from the competitive range or otherwise excluded from further consideration prior to the final source selection decision may request a debriefing before award. The process for requesting and conducting preaward debriefings may be found at FAR 15.505.

(g) Discussions. Discussions are exchanges between the Government and offerors, after establishment of the competitive range, that are undertaken with the intent of allowing the offeror to revise its proposal. These discussions may include bargaining, including persuasion, alteration of assumptions and positions, give-and-take, and may apply to price, schedule, technical requirements, type of contract, or other terms of a proposed contract. Discussions are tailored to each offeror's proposal, and shall be conducted by the contracting officer with each offeror within the competitive range. The primary objective of discussions is to maximize the Government's ability to obtain best value, based on the requirement and the evaluation factors set forth in the solicitation.

(h) Proposal revisions. The contracting officer may request or allow proposal revisions to clarify and document understandings reached during negotiations. At the conclusion of discussions, each offeror in the competitive range shall be given an opportunity to submit a final proposal revision. The contracting officer is required to establish a common cut-off date only for receipt of final proposal revisions. Requests for final proposal revisions shall advise offerors that the final proposal revisions shall be in writing and that the Government intends to make award without obtaining further revisions.

(i) Preaward survey. A Government survey activity may contact an offeror, or visit its facility, to obtain information for determining its financial resources and/or its technical capabilities to perform the work when available information is not sufficient for the Contracting Officer to make a determination regarding contractor responsibility as required by FAR Subpart 9.1. Current financial statements and other information required to make this determination shall be made available to the survey activity. Information provided shall be protected from release or disclosure outside the Government, except as provided in FAR Subpart 24.2, Freedom of Information Act.

(j) Organizational conflicts of interest. Award will not be made to an apparent successful offeror when an organizational conflict of interest is determined to exist and cannot be avoided or mitigated, unless the Contracting Officer determines that award is in the best interest of the United States and a waiver is obtained pursuant to DIAR 1409.503 (48 CFR 1409.503).

(k) Source selection decision. The source selection authority's (SSA) decision shall be based on a comparative assessment of proposals against all source selection criteria in the solicitation. While the SSA may use reports and criteria prepared by others, the source selection decision shall represent the SSA's independent judgment. The source selection decision shall be documented, and the documentation shall include the rationale for any business judgments and tradeoffs made or relied on by the SSA, including benefits associated with additional costs. Although the rationale for the selection decision must be documented, that documentation need not quantify the tradeoffs that led to the decision.

(l) Postaward notice. After contract award, unsuccessful offerors will be provided with written notice regarding contract award (including the information listed in FAR 15.503(b)) by the Contracting Officer. Offerors receiving prior notice of exclusion from the competitive range under paragraph (f) of this provision will not receive this notice.

(m) Postaward debriefing of offerors. An offeror shall be debriefed and furnished the basis for the source selection decision and contract award if its written request is received by the contracting officer within three days after the offeror receives notice of contract award. The process for requesting and conducting postaward debriefings may be found at FAR 15.506.

L.6 WBR 1452.215-81 General Proposal Instructions--Bureau of Reclamation (Jan 1998)

In addition to the requirements of the Instructions to Offerors--Competitive Acquisition provision of this solicitation, each offeror shall submit a proposal in accordance with the instructions contained in this provision.

(a) General contents. Each proposal shall:

- (1) Be specific and complete in every detail;
- (2) Conform to all solicitation provisions, clauses, or other requirements;
- (3) Be logically assembled, practical, legible, clear, concise, coherent; and indexed (cross-indexed, where appropriate); and
- (4) Contain appropriately numbered pages of each volume or part.

(b) Arrangement of Proposal. The proposal shall consist of three (3) physically separated volumes, individually entitled as stated below. The required number of copies for each volume are shown below:

Volume	Title	Copies Required
I	Executed Section A of the solicitation and Representations, Certifications, and Other Statements of Offerors	1

Volume	Title	Copies Required
II	Technical Proposal	3
III	Pricing Proposal	1

(c) Separation of volumes. All copies of each proposal volume (i.e., all copies of Volume I) are to be packaged individually and clearly marked to identify contents. The exterior of each package containing proposals shall be marked with the solicitation number, and the time and date for receipt of proposals and the name and address of the offeror, in order to prevent mishandling.

(d) Representations, certifications, and other offeror statements (Volume I). Volume I shall incorporate the other Volumes by reference, but shall not physically include them. It shall consist of:

(1) A fully executed Solicitation, Offer, and Award form required by Part I, Section A of this solicitation. It shall be used as the cover sheet (or first page) of each copy of Volume I;

(2) Fully executed and completed offeror representations, certifications, and acknowledgments required by Part IV, Section K of this solicitation;

(3) Additional information required by the solicitation to be furnished by the offeror which is not required to be obtained in another volume of the proposal;

(4) Make or Buy Program (if applicable); any waivers of any solicitation provisions or contract clauses; and

(6) A summary of any exemptions from, or deviations to, any other solicitation requirements.

(e) Technical Proposal (Volume II). See the requirements contained in the Technical Proposal Instructions--Bureau of Reclamation provision of the solicitation.

(f) Pricing Proposal (Volume III). See the requirements contained in the Pricing Proposal Instructions--Bureau of Reclamation provision of the solicitation. Offerors are hereby notified that even if cost or pricing data are not initially requested in this solicitation, the Contracting Officer reserves the right to request such data if they are later found necessary pursuant to FAR 15.403-5(a)(1).

L.7 WBR 1452.215-82 Technical Proposal Instructions--Bureau of Reclamation (Jan 1998)

(a) General. The technical proposal shall be identified as Volume II of the offeror's proposal and shall be an orderly, specific, and complete document in every detail. It should be presented in a manner which allows it to "stand alone" without the need to reference other documents. It

should convincingly describe the capability of the offeror's organization to participate in this project and effectively demonstrate a thorough understanding of the work statement contained in Part I, Section C of this solicitation. The proposal shall be organized and written so that it can be easily read and meaningfully evaluated by Reclamation personnel from a variety of different functional and technical disciplines. It should be a coherent document free of internal inconsistencies as well as inconsistencies with other volumes of the proposal.

(b) Use and Disclosure of Proposal Information. In accordance with the Use and Disclosure of Proposal Information -- Department of the Interior provision of this solicitation, offerors shall mark trade secret or confidential commercial or financial information contained in the proposal with the restrictive legends specified. The offeror shall also clearly and separately mark all proprietary information (as defined in FAR 3.104-3) contained in the proposal with the restrictive legend "Proprietary Information."

(c) Format and Content. To assist in the uniform evaluation of proposals, the following format shall be utilized in preparing the technical proposal:

(1) Table of contents. The Table of Contents shall list all sections of the technical proposal. Any future amendments, additions and/or revisions to the proposal shall be included in an updated Table of Contents;

(2) Enclosures. The enclosures shall include a list of any tables, drawings, charts, and any other enclosures which summarize data or information;

(3) Technical approach proposed to accomplish the work statement. The discussion of the technical approach shall:

(i) Contain detailed explanations of proposed approaches to performing and accomplishing the work, including preliminary design and other information indicating configuration and functions of components as applicable, and a specific outline of the actual tasks proposed to be performed in order to complete the work. Repeating the work statement without elaborating on the specific tasks to be performed is unacceptable;

(ii) Contain a specific statement of any problems or major difficulties anticipated in performing or accomplishing the work, an evaluation of the various methods considered for resolution of the problems/difficulties, substantiation of the method(s) selected, principles or techniques which are proposed to solve the problem, and the degree of success expected;

(iii) Include specific statements of any interpretations, deviations, and exceptions to the work statement, specifications, or other solicitation requirements (unless alternate proposals are permitted by the General Proposal Instructions -- Bureau of Reclamation provision of this solicitation, offerors are cautioned that deviations and exceptions to the solicitation requirements may be detrimental to the evaluation of a proposal);

(iv) In accordance with the work statement, include a proposed project plan which divides the work into severable tasks or phases which indicates for each task or phase the work to be accomplished, start/completion schedule, milestone chart, and labor hours by labor category including the basis for the hour estimates;

(v) Include a discussion of the method(s) and resources to be used in timely preparation and transmittal of reports and submittals required by the solicitation; and

(vi) Include an estimate of the extent of anticipated subcontracting together with a list of items or work to be subcontracted.

(4) Offeror Experience and Past Performance. Provide a list of projects similar in scope and magnitude to the work required under this solicitation which the offeror has completed during the last 5 years. Offerors may submit no more than two examples of previous designs performed for valve body seat rings for valves or similar work. For each project, include:

(i) Name of the project;

(ii) Description of the work;

(iii) Contract number, date and type;

(iv) Name and address of the acquiring Government agency or commercial customer;

(v) Initial contract amount and final contract amount;

(vi) Any problems encountered in performance of the work and corrective action(s) taken; and

(vii) Name(s) and telephone number(s) of references from the acquiring agency or customer who may be contacted for further information.

(5) Other information. Submit any other information which the offeror may deem necessary to address the evaluation factors contained in Section M of the solicitation.

(d) Cost/Price Information. To permit objective evaluation of the technical proposal, no cost or price information shall be included in the technical proposal.

(e) Facilities and equipment information. The offeror shall provide information on any special plant, equipment, or test facilities (including Government property) required to perform and accomplish the work statement. The need for the special equipment or facilities shall be fully substantiated and include the extent to which the work can be accomplished without them. Information on alternate sources considered for the equipment or facilities shall also be included.

L.8 WBR 1452.215-83 Pricing Proposal Instructions--Bureau of Reclamation (Jan 1998)

(a) General. The pricing proposal shall be identified as Volume III of the offeror's proposal and shall be an orderly, specific, and complete document in every detail. It should be a coherent document free of internal inconsistencies and should be consistent with the technical approach(es) proposed in the technical proposal (Volume II). Offerors are hereby notified that even though cost or pricing data are not initially requested in this solicitation, the Contracting Officer reserves the right to request such data if they are later found necessary pursuant to FAR 15.403-5(a)(1).

(b) Use and Disclosure of Proposal Information. In accordance with the Use and Disclosure of Proposal Information--Department of the Interior provision of this solicitation, offerors shall mark trade secret or confidential commercial or financial information contained in the proposal with the restrictive legends specified. The offeror shall also clearly and separately mark all proprietary information (as defined in FAR 3.104-3 contained in the proposal with the restrictive legend "Proprietary Information."

(c) Format and Content. To assist in the uniform evaluation of proposals, the following format shall be utilized in preparing the pricing proposal:

(1) Table of contents. The Table of Contents shall list all sections of the pricing proposal. Any modifications or revisions to the proposal, up to the date of agreement on price, shall include an updated Table of Contents;

(2) Index. The index shall cross reference the work statement to the terms of the proposal and indicate how the proposal conforms to the evaluation factors contained in Part IV, Section M of this solicitation;

(3) Enclosures. A list shall be included of all enclosures, attachments, tables, drawings, charts, and any other material which summarize data or information contained or referenced in the pricing proposal.

(4) Pricing proposal breakdown. The offeror shall submit Section B of the contract Schedule (Part I of this solicitation) with its proposed total prices/costs for each contract line item (including any options) and proposed unit price(s), if required. In addition, a total proposed price consisting of the sum of all contract line items (excluding options) shall be submitted. Offerors are hereby notified that even though additional data to support proposed prices are not initially requested in this solicitation, the Contracting Officer reserves the right to request such data if they are later found necessary.

(d) Cost Information in Other Volumes. No cost information shall be included in any other volume of a proposal unless required by paragraph (d) of the Technical Proposal Instructions -- Bureau of Reclamation provision of this solicitation.

(e) Page Numbering. All pages in the cost proposal should be consecutively numbered (including pages with tables and exhibits). The offeror shall clearly identify all exhibits and supporting information.

(f) Rounding of Costs. All price or cost amounts proposed shall be expressed to the nearest whole dollar except for individual hourly labor rates (if required). All percentages shall be expressed to one decimal place.

L.9 1452.215-914 Period for Acceptance of Offer--Bureau of Reclamation--Lower Colorado Region (Mar 2000)

Initial proposals in response to this solicitation will be valid for 60 calendar days, if award is made without discussion. If negotiations are conducted, the 60 calendar day offer acceptance period (unless a different period is inserted by the offeror) shall apply to the final proposal revision and shall commence on the due date for receipt of final proposal revisions.

L.10 52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a firm fixed-price contract resulting from this solicitation.

L.11 52.225-10 Notice of Buy American Act/Balance of Payments Program Requirement--Construction Materials (Feb 2000)

(a) Definitions. Construction material, domestic construction material, and foreign construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act or Balance of Payments Program, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

L.12 WBR 1452.225-82 Notice of Trade Agreements Act Evaluations--Bureau of Reclamation (Oct 1998)

In accordance with the Agreement on Government Procurement, as amended by the Uruguay Round Agreements Act (Pub. L. 103-465), and other trade agreements, the Trade Agreements Act applies to Bureau of Reclamation acquisitions. Reclamation will evaluate acquisitions at or above the dollar thresholds listed below without regard to the restrictions of the Buy American Act:

(a) Construction (\$7,143,000 or \$6,909,500 if NAFTA country construction materials are being offered);

(b) Supplies or services:

- (1) Mexico (\$53,150);
- (2) Canada (\$186,000);
- (3) Israel (\$186,000); and
- (4) All other designated countries (\$186,000).

L.13 52.233-2 Service of Protest (Aug 1996) Department of the Interior (Jul 1996) (Deviation)

(a) Protests as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Contracting Officer, Bureau of Reclamation, P.O. Box 61470, Boulder City NV 89006-1470.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of Interior Assistant Solicitor for Procurement and Patents, 1849 C Street, NW, Room 6511, Washington, D.C. 20240.

L.14 WBR 1452.233-80 Agency Procurement Protests--Bureau of Reclamation (Sep 1997)

(a) Executive Order 12979, Agency Procurement Protests, establishes policy on agency procurement protests. This policy is implemented at section 33.103 of the Federal Acquisition Regulation. For solicitations issued by the Bureau of Reclamation, an interested party may request independent review of its protest by the Bureau Procurement Chief.

(b) This independent review is available as an alternative to consideration by the contracting officer or as an appeal of the contracting officer's decision on a protest. An interested party may:

(1) Protest to the contracting officer;

(2) Protest directly to the Bureau Procurement Chief, without first protesting to the contracting officer; or

(3) Appeal a contracting officer's decision to the Bureau Procurement Chief.

(c) An appeal of the contracting officer's decision must be received by the Bureau Procurement Chief (Bureau of Reclamation, Denver Federal Center, Bldg. 67, P.O. Box 25007 (D-7800), Denver, CO 80225-25007) no later than 3 days after receipt of that decision by the interested party. The Bureau Procurement Chief shall render a decision no later than 5 days after receipt of an appeal.

(d) If there is an appellate review of the contracting officer's decision by the Bureau Procurement Chief, it will not extend the General Accounting Officer's timeliness requirements. Therefore, any subsequent protest to the GAO must be filed within 10 days of knowledge of initial adverse agency action (4 CFR 21.2(a)(3)).

L.15 WBR 1452.233-82 Notice of Proposed Partnering--Bureau of Reclamation (May 1994)

Reclamation policy is to try to resolve all contractual issues in controversy by mutual agreement through the use of an appropriate alternative disputes resolution process. Thus to most effectively complete the work required under the future contract, the Bureau of Reclamation proposes to mutually form a voluntary Partnering arrangement with the Contractor. This bilateral relationship would strive for mutual trust, dedication to common goals, and an understanding of each other's individual expectations and values. The expected benefits would include improved efficiency, cost effectiveness and innovation between all parties to ensure a quality deliverable that is completed on time and within budget. Any cost associated with implementing this Partnering arrangement will be agreed to by both parties and will be shared equally, with no change in contract price. Additional information on Partnering and suggested implementation procedures are contained in the Bureau of Reclamation "Partnering" guide book, that is available from the contracting officer.

L.16 52.236-27 Site Visit (Construction) (Feb 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name:	Mr. Larry Hieb, Engineer
Address:	P.O. Box 60400 (Attn: LCD-2100) Boulder City NV 89006-0400
Telephone:	(702) 293-8825
Fax:	(702) 293-8289

L.17 52.252-5 Authorized Deviations in Provisions (Apr 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Department of Interior Acquisition Regulation (48 CFR Chapter 14) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

SECTION M - EVALUATION FACTORS FOR AWARD
(This section will be removed from the contract document)

M.1 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically via the Internet at this address:
<http://www.arnet.gov/far>.

52.217-5 Evaluation of Options (Jul 1990)

M.2 WBR 1452.215-85 Evaluation Factors for Award - Quality Predominance--Bureau of Reclamation (Jan 1998)

(a) Award will be made to the responsible offeror submitting a proposal which conforms to the solicitation and is most advantageous to the Government considering the factors and any significant subfactors listed in this provision.

(b) In the evaluation of proposals, all evaluation factors other than cost or price (listed in this provision), when combined, are considered to be significantly more important than cost or price. The relative importance to be placed on the factors in relation to each other is contained in paragraph (e) of this provision. However, the degree of importance of cost or price may increase with the degree of non-cost or non-price equality between the proposals. The Contracting Officer reserves the right to make award to other than the technically-acceptable offeror with the lowest cost/price proposal if it is determined that the technical benefits of another offeror's proposal justify its higher cost/price.

(c) Pursuant to FAR 15.305, a cost or price evaluation may be performed to determine the reasonableness of costs or prices proposed and the offeror's understanding of, and ability to perform, the prospective contract.

(d) The following factors and significant subfactors (if listed), will be considered in evaluating proposals and making the source selection:

(1) The offeror's technical approach to the work required under the solicitation.

(2) The offeror's experience [may include experience of proposed subcontractor(s)] over the last five years in designing products (seat rings, etc.) which are similar to the valve body seat rings required to be designed under this solicitation.

(3) The offeror's experience [may include experience of proposed subcontractor(s) or supplier(s)] over the last five years in manufacturing products (seat rings, etc.) which are similar to the valve body seat rings required to be supplied under this solicitation.

(4) The offeror's experience [may include experience of proposed subcontractor(s)] over the last five years in installation work (seat rings, etc.) which is similar to the installation work required for the valve body seat rings required to be installed under this solicitation.

(5) The offeror's past performance. The offeror's past performance over the last five years for projects which are similar to the work required to be performed under this solicitation will be evaluated. The offeror's past performance will be evaluated by reviewing past performance information for projects performed by the offeror, including predecessor companies, key personnel, or subcontractors. Heavy weight will be given to the quality of previous designs which are similar to the valve body seat rings required to be designed under this solicitation. Offerors with no relevant past performance history will receive scores of 50 percent of the evaluation weight for past performance.

(6) Price (total for all schedules).

(e) The relative importance of the factors listed in paragraph (d) of this provision is as follows:

(1) The offeror's technical approach to the work required under the solicitation is 10 percent of the total evaluation weight.

(2) The offeror's experience in designing valve body seat rings is 20 percent of the total evaluation weight.

(3) The offeror's experience in manufacturing valve body seat rings is 10 percent of the total evaluation weight.

(4) The offeror's experience in installing valve body seat rings is 10 percent of the total evaluation weight.

(5) The offeror's past performance is 10 percent of the total evaluation weight.

(6) The offeror's proposed price (total for all schedules) is 40 percent of the total evaluation weight.

M.3 WBR 1452.225-900 Evaluation of Construction Materials Under the Buy American Act--
Bureau of Reclamation--Lower Colorado Region (Nov 1996)

(a) In order for offers to fully comply with the requirements of the clause at FAR 52.225-9, Buy American Act--Balance of Payments Program--Construction Materials, and to provide for proper evaluation of offers proposing use of foreign construction materials under paragraph (b) of the provision WBR 1452.225-903, Offers Based on Foreign Construction Materials, offerors shall comply with the requirements of this provision.

(b) A construction material cannot qualify as a domestic material unless the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components.

(c) Only the construction material and its components shall be included in calculating the cost of a domestic construction material. To qualify as a component, an item must be incorporated directly into the construction material.

(d) With the exception of the circumstance identified in (e) below, any costs associated with operations necessary to incorporate a domestic component into an existing foreign construction material shall not be considered in calculating domestic component costs. Direct labor, overhead, packaging, testing, evaluation, or other related costs incurred in completing the end-product shall not be included as part of the total cost of the construction material's components. The total cost of the construction material (i.e., price minus profit) is irrelevant since total cost may include costs other than component costs.

(e) If a manufacturer which produces a component also incorporates it into the existing foreign construction material, the manufacturing costs incurred in producing the component (e.g., direct labor, overhead, packaging, testing, and evaluation) shall be included as part of the total cost of the construction material's components.

(f) In calculating the cost of a foreign or domestic component in a construction material, such cost shall include any (1) freight cost to ship the component from its manufacturing source to the point of inclusion in the construction material, (2) tariff costs, and (3) customs duty on foreign components (duty must be added whether or not a duty-free certificate is issued).

(g) If requested by the Contracting Officer, offerors shall furnish additional information to support the basis for calculating the cost of any foreign material and comparable domestic construction material furnished (see paragraph (d) of the clause entitled 1452.225-70 Use of Foreign Construction Materials--Department of the Interior).